



THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

August 18, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

MEMORANDUMS OF UNDERSTANDING WITH THE NAVAL MEDICAL EDUCATION AND TRAINING COMMAND AT BETHESDA, MARYLAND AT THE LAC+USC HEALTHCARE NETWORK

(1st District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign three memorandums of understanding (Exhibits I, II, and III) between the Naval Medical Education and Training Command at Bethesda, Maryland (Training Command) and the County of Los Angeles (County) to allow medical officers from the Training Command, to receive training in Surgical Trauma/Critical Care and Radiation Oncology medicine at the LAC+USC Healthcare Network. Each Memorandum of Understanding (MOU) will permit a specific Navy trainee, as identified in each MOU, to receive training under the direct supervision of County physicians with no exchange of money between the parties. The term of Exhibits I and II will become effective upon Board approval and execution by both parties: one will remain in effect for two years or until completion of the medical training program, the other will remain in effect for four years or until completion of the medical training program. Exhibit III will be retroactive to July 1, 2004 and remain in effect for two years or until completion of the training program.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The purpose of the recommended action is to allow Naval medical officers to receive training in fellowship programs at the LAC+USC Healthcare Network. (LAC+USC) under the direct supervision and instruction of County physicians at no cost to the County.

Gloria Molina First District

Yvonne Brathwaite Buřke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors August 18, 2005 Page 2

FISCAL IMPACT/FINANCING:

No funding is required.

FACTS AND PROVISIONS\LEGAL REQUIREMENTS:

For a number of years, the County has entered into affiliation agreements with a variety of educational institutions. The agreements are intended to allow the students to obtain observational and practical clinical experience in County facilities. The County benefits from receiving the assistance of additional personnel in the provision of patient care at no cost to the County. The County has entered into similar agreements with the U. S. Departments of the Navy, Army, and the Air Force involving training in different medical fields and at different County medical facilities.

The MOUs will benefit the County by permitting Training Command medical officers, who are physicians, to assist in providing patient care to County patients under County supervision. Each medical Officer will benefit from receiving the enhanced training available to them in the medical fields of Surgical Trauma/Critical Care and Radiation Oncology at LAC+USC.

The Training Command requires that the training institution enter into a separate MOUagreement with the Training Command for each medical officer to be trained and for the period specified in each MOU. The term of the MOUs for Lt. Commander Donald Green, MC, USN (Exhibit I) and Lt. Commander Robert Takesuye (Exhibit II) is for two years and four years respectively or until completion of the training programs. The term of the MOU for Commander David Plurad, MC, USNR (Exhibit III) is retroactive to July 1, 2004 and is for two years or until completion of the training program. Each MOU can be terminated by either party by 30 day prior written notice. The retroactive term date for the MOU for Commander Plurad is necessary to correct a misunderstanding between the Training Command and LAC+USC personnel in which both parties believed that Commander Plurad's training program was accommodated under an informal MOU between the parties which had been signed in July 2004.

The Navy medical officers will be under official Navy orders assigning them to duty at LAC+USC, and County physicians will be responsible for the instruction and supervision of the Navy medical officers during their training experience. While at LAC+USC, Navy medical officers will adhere to all applicable County rules and regulations and will be provided with appropriate information regarding the County's Risk Management Program.

LAC+USC's Chief Executive Officer is accountable and responsible for oversight of the contract services.

The Navy personnel assigned to LAC+USC will be prohibited from receiving any payment other than their military pay and allowances. LAC+USC will provide reasonable classroom, conference room, office, and sleeping and bathroom facilities during the training periods.

Both parties have agreed not to seek indemnification from the other party for negligent or wrongful acts which may be committed by each respective party. The liability provisions of the agreement have been approved by the Chief Administrative Office, Risk Management Operations.

Attachment A provides additional information.

County Counsel has approved the MOUs as to use and form.

The Honorable Board of Supervisors August 18, 2005 Page 3

CONTRACTING PROCESS:

The agreements were negotiated by representatives of the Navy and the Department of Health Services.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

LAC+USC will benefit by having its medical staff augmented by Training Command medical officers.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D./ Director and Chief Medical Officer

TLG: rdt

Attachments

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisor

usnavagreebethesda.DBC

SUMMARY OF AGREEMENTS

1. TYPE OF SERVICE:

Medical Training

2. AGENCY ADDRESSES AND CONTACT PERSONS:

Naval Medical Education and Training Command 8901 Wisconsin Avenue Bethesda, Maryland 20889-5011

Attention: T.

T. A. Miller, Captain, Medical Corps, U. S. Navy

Telephone: (301) 319-4518

3. TERM:

The term of Exhibits I and II will become effective upon Board approval and subsequent execution by both parties and shall remain in effect for two years and four years respectively or until completion of the training programs, or upon a 30 day prior written notice to the other party. The term of Exhibit III is retroactive to July 1, 2004 and shall remain in effect for two years or until the training program is completed, or upon 30 day prior written notice to the other party..

4. FINANCIAL INFORMATION:

No additional funding is required.

5. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Pete Delgado, Chief Executive Officer, LAC+USC Healthcare Network

6. APPROVALS:

Clinical and Medical Affairs:

Gail V. Anderson, Jr., M.D., Acting Associate Director

Finance:

Gary W. Wells, Director

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel:

Elizabeth Friedman, Senior Deputy County Counsel

usnavsagreebethesda.DBC

1524 Ser OG15/

MEMORANDUM OF UNDERSTANDING FOR NAVY TRAINEE BETWEEN

NAVAL MEDICAL EDUCATION AND TRAINING COMMAND BETHESDA, MARYLAND

AND

THE COUNTY OF LOS ANGELES, LOS ANGELES, CALIFORNIA

Subj: MEMORANDUM OF UNDERSTANDING

Ref: (a) BUMEDINST 7050.3

- 1. This agreement is entered into by and between Naval Medical Education and Training Command, hereafter "NMETC," and the County of Los Angeles hereafter referred to as "training institution" for itself and Los Angeles County/University of Southern California, Healthcare Network, Los Angeles, CA (LAC + USC Healthcare Network).
- 2. The Administrators of the training institution have established an approved professional program that has been recognized, accredited or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train Lieutenant Commander Donald J, Green, MC, USN, hereinafter "the trainee," in a 2-year Surgical Trauma/Critical Care fellowship program from August 2005 to June 2007.
- 3. It is in the best interest of the U.S. Navy for its trainee to receive clinical experience from the training institution. This clinical experience is necessary to complete the training program and deemed invaluable to the educational preparation of Medical Department personnel of the U.S. Navy. It is to the benefit of the training institution to receive and use the trainee's clinical experience and performance.
- 4. The parties acknowledge and agree to the following: While training at the training institution, the trainee will be under the supervision of facility officials for training purposes and will be subject to and required to abide by, all facility rules and applicable regulations, except where

compliance would be inconsistent with Federal statute, regulation or any other law binding members of the U.S. Navy.

- 5. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
- 6. The number and assignment of trainees will be mutually agreed upon between NMETC and the training institution prior to the beginning of each training period. The training institution reserves the right to refuse acceptance of any trainee or bar any trainee when it is determined that further participation would not be in the best interest of the training institution.
- 7. The training institution will not use NMETC or the name of the trainee in any of their publicity or advertising media. However, the existence and scope of the program may be made known.
- 8. There will be no training expense incurred by the U.S. Navy as a result of this agreement, with the exception of necessary tuition and fees, as applicable. Additionally, the trainee assigned under this MOU receives compensation from the U.S. Navy only, and is prohibited from receiving compensation, in any form, from the training institution or any other source.
- 9. In the event that it is the policy at the training institution that trainees in the same or similar programs are individually responsible for financing the cost of meetings, courses, or travel to certain clinical or nonclinical rotations, trainees may request funding from appropriate military sources via their administrative chain of command. Only those meetings, courses, or certain clinical or nonclinical rotations required and necessary for the trainee to satisfactorily complete the program will be considered.
- 10. It is understood and agreed that the training institution may generate bills for services rendered by the trainee. Proceeds from these bills will become the exclusive property of the training institution, and the U.S. Navy shall have no right to claims to such proceeds. Notwithstanding the above, as required by 32 C.F.R. §199.6(a)(3), the training institution cannot bill under the TRICARE Program for the services rendered by a U.S. Navy trainee.
- 11. The trainee affected by this agreement, assigned to the training institution, under orders issued by the U.S. Navy, remains an employee of the United States and performs duties within the course and scope of the federal employment.

Consequently, the provisions of the Federal Tort Claims Act (title 28, U.S.C., sections 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions of the trainee while acting within the scope of duties pursuant to this agreement.

- 12. Health Information Privacy. Pursuant to Department of Defense Instruction (DODINST) 6025.18, Privacy of Individually Identifiable Health Information in DoD Health Care Programs, December 19, 2002, DOD6025.18-R, and 45 C.F.R. Parts 160 and 164, the parties agree to enter into a Business Associate Agreement, Appendix A of this MOU.
- 13. The parties understand and agree that consistent with the federal statute and the Federal Acquisition Regulation (FAR), the U.S. Navy trainee performing under this Agreement is not required to satisfy the State of California's temporary or permanent licensure requirements. Under the provision of 10 U.S.C. §§1094(d)(1) and (2), the U.S. Navy trainee has portability of his/her healthcare professional licenses.
- a. Specifically, 10 United States Code §§1094(d)(1) and (2) provide:
- (1) Notwithstanding any law regarding the licensure of a U.S. Navy trainee, a healthcare professional described in paragraph (2), may practice the health profession or professions of the health-care professional in any state, District of Columbia, or a Commonwealth, territory, or possession of the U.S., regardless of whether the practice occurs in a healthcare facility of the Department of Defense, a civilian facility affiliated with the Department of Defense, or any other location authorized by the Secretary of Defense.
- (2) A healthcare professional referred to in paragraph (1) is a member of the armed forces who (a) has a current license to practice medicine, osteopathic medicine, dentistry, or another health profession; and, (b) is performing authorized duties for the Department of Defense.
- b. NMETC, in accordance with the requirements of 10 U.S.C. §§1094(4)(d)(1) and (2), authorizes the training location and duties of the U.S. Navy trainee at LAC + USC Healthcare Network as he will be performing his duties under military orders issued by the U.S. Navy.
- 14. Training institution's responsibilities: In addition to other provisions in this agreement, the training institution specifically agrees to:

- a. Make available the clinical and related facilities needed for training.
- b. Arrange schedules that will not conflict with other education programs.
- c. Designate an official to coordinate trainee's clinical learning experiences. This will involve planning with faculty or staff members for the assignment of the trainee to specific clinical cases and experiences, including attendance at selected conferences, courses, and programs conducted under the direction of the training institution.
- d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainee.
- e. Grant U.S. Navy trainee the same administrative privileges typically enjoyed by the training institution's non-military trainees.
- f. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the U.S. Navy's educational programs.
- g. Provide emergency medical and dental treatment to the trainee while at the training institution for training. The reasonable cost of such treatment will be paid for by the U.S. Navy.
- h. Furnish a written report evaluating trainee performance. Reports shall be directed to Commander, Naval Medical Education and Training Command (NMETC) Code 0G15, Bethesda, MD 20889-5611.

15. U.S. Navy responsibilities:

In addition to other provisions of this agreement, NMETC specifically agrees to:

a. Ensure compliance with all training institution's rules and applicable instructions that are not inconsistent with Federal statutes, regulations or other law binding on the U.S. Navy.

- b. The U.S. Navy shall be responsible for the health care and such other medical examinations and protective measures necessary for its trainee.
- c. Prohibit the trainee from publishing any materials developed as a result of the training experience that have not been approved for release, in writing, by NMETC and the training institution.
- 16. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.
- 17. It is understood that the Chief, Bureau of Medicine and Surgery will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interests of the Navy's mission requirements.
- 18. The terms of this agreement will commence as of the date signed by both parties, and will continue until completion of training or until terminated by either party. Termination by either party will require that written notification be sent by registered mail 30 days prior to the termination date.
- 19. Notice hereunder shall be in writing and sent the parties at the following addresses and to the attention of the persons names. The Director of the County Department of Health Services has the authority to execute all notices to be given by County under this agreement. Addresses and person to be notified may be changed by appropriate written notice.
 - 1. Notices to the Federal Government shall be addressed as follows:

Rear Admiral
Senior Health Care Executive
U.S. Navy Commander
Naval Medical Education and Training Command
8901 Wisconsin Avenue
Bethesda, MD 20889-5011

2. Notices to LAC + USC Healthcare Network shall be addressed as follows:

LACUSC Healthcare Network

Director, Office of Graduate Medical Education 1200 No. State Street, Room 1102 Los Angeles, CA 90033

Department of Health Services Director, Office of Clinical and Medical Affairs 1200 No. Figueroa Street Los Angeles, CA 90033

Department of Health Services Chief, Contracts and Grants Division 313 No. Figueroa Street Los, Angeles, CA 90033

ВУ	Date		
C. I. Turner	•		
Rear Admiral			
Senior Health Care Executive			
U.S. Navy			
Commander			
Naval Medical Education and Tra	ining Command		
8901 Wisconsin Avenue	1 - 1	1 t	
Bethesda, MD 20889-5611			
Training Institution			
Ву	Date	,	1
Thomas L. Garthwaite M.D.			
Director and Chief Medical Offi	icer		
Director and only			
Approved as to Director of Grad	duate Medical Ed	lucation	
Approved as to birector or drac	idaco ilocatora ac		
Ву	Date		
Lawrence M. Opas M.D.	Dace	**************************************	
nawrence m. opas m.b.			
Towns and to Contract Adminis	stration		
Approved as to Contract Adminis	stration		
	75 - 1		
Ву	Date		
Chief, Contras and Grants Divis	sion		

1524 Ser OG15/

MEMORANDUM OF UNDERSTANDING FOR NAVY TRAINEE BETWEEN

NAVAL MEDICAL EDUCATION AND TRAINING COMMAND BETHESDA, MARYLAND

AND

THE CCUNTY OF LOS ANGELES, LOS ANGELES, CALIFORNIA

subj: MEMORANDUM OF UNDERSTANDING

Ref: (a) BUMEDINST 7050.3

- 1. This agreement is entered into by and between Naval Medical Education and Training Command, hereafter "NMETC," and the County of Los Angeles hereafter referred to as "training institution" for itself and Los Angeles County/University of Southern California, Healthcare Network, Los Angeles, CA (LAC + USC Healthcare Network).
- 2. The Administrators of the training institution have established an approved professional program that has been recognized, accredited or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train Lieutenant Commander Robert K. Takesuye, MC, USNR, hereinafter "the trainee," in a 4-year Radiation Oncology residency program from August 2005 to June 2009.
- 3. It is in the best interest of the U.S. Navy for its trainee to receive chinical experience from the training institution. This clinical experience is necessary to complete the training program and deemed invaluable to the educational preparation of Medical Department personnel of the U.S. Navy. It is to the benefit of the training institution to receive and use the trainee's clinical experience and performance.
- 4. The parties acknowledge and agree to the following: While training at the training institution, the trainee will be under the supervision of facility officials for training

purposes and will be subject to and required to abide by, all facility rules and applicable regulations, except where compliance would be inconsistent with Federal statute, regulation or any other law binding members of the U.S. Navy.

- 5. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
- 6. The number and assignment of trainees will be mutually agreed upon between NMETC and the training institution prior to the beginning of each training period. The training institution reserves the right to refuse acceptance of any trainee or bar any trainee when it is determined that further participation would not be in the best interest of the training institution.
- 7. The training institution will not use NMETC or the name of the trainee in any of their publicity or advertising media. However, the existence and scope of the program may be made known.
- 8. There will be no training expense incurred by the U.S. Navy as a result of this agreement, with the exception of necessary tuition and fees, as applicable. Additionally, the trainee assigned under this MOU receives compensation from the U.S. Navy only, and is prohibited from receiving compensation, in any form, from the training institution or any other source.
- 9. In the event that it is the policy at the training institution that trainees in the same or similar programs are individually responsible for financing the cost of meetings, courses, or travel to certain clinical or nonclinical rotations, trainees may request funding from appropriate military sources via their administrative chain of command. Only those meetings, courses, or certain clinical or nonclinical rotations required and necessary for the trainee to satisfactorily complete the program will be considered.
- 10. It is understood and agreed that the training institution may generate bills for services rendered by the trainee. Proceeds from these bills will become the exclusive property of the training institution, and the U.S. Navy shall have no right to claims to such proceeds. Notwithstanding the above, as required by 32 C.F.R. §199.6(a)(3), the training institution cannot bill under the TRICARE Program for the services rendered by a U.S. Navy trainee.

Network as he will be performing his duties under military orders issued by the U.S. Navy.

14. Training institution's responsibilities:

In addition to other provisions in this agreement, the training institution specifically agrees to:

- a. Make available the clinical and related facilities needed for training.
- b. Arrange schedules that will not conflict with other education programs.
- c. Designate an official to coordinate trainee's clinical learning experiences. This will involve planning with faculty or staff members for the assignment of the trainee to specific clinical cases and experiences, including attendance at selected conferences, courses, and programs conducted under the direction of the training institution.
- d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainee.
- e. Grant U.S. Navy trainee the same administrative privileges typically enjoyed by the training institution's non-military trainees.
- f. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the U.S. Navy's educational programs.
- g. Provide emergency medical and dental treatment to the trainee while at the training institution for training. The reasonable cost of such treatment will be paid for by the U.S. Navy.
- h. Furnish a written report evaluating trainee performance. Reports shall be directed to Commander, Naval Medical Education and Training Command (NMETC) Code 0G15, Bethesda, MD 20889-5611.

15. U.S. Navy responsibilities:

In addition to other provisions of this agreement, NMETC specifically agrees to:

- a. Ensure compliance with all training institution's rules and applicable instructions that are not inconsistent with Federal statutes, regulations or other law binding on the U.S. Navy.
- b. The U.S. Navy shall be responsible for the health care and such other medical examinations and protective measures necessary for its trainee.
- c. Prohibit the trainee from publishing any materials developed as a result of the training experience that have not been approved for release, in writing, by NMETC and the training institution.
- 16. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.
- 17. It is understood that the Chief, Bureau of Medicine and Surgery will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interests of the Navy's mission requirements.
- 18. The terms of this agreement will commence as of the date signed by both parties, and will continue until completion of training or until terminated by either party. Termination by either party will require that written notification be sent by registered mail 30 days prior to the termination date.
- 19. Notice hereunder shall be in writing and sent the parties at the following addresses and to the attention of the persons names. The Director of the County Department of Health Services has the authority to execute all notices to be given by County under this agreement. Addresses and person to be notified may be changed by appropriate written notice.
 - 1. Notices to the Federal Government shall be addressed as follows:

Rear Admiral
Senior Health Care Executive
U.S. Navy Commander
Naval Medical Education and Training Command
8901 Wisconsin Avenue

2. Notices to LAC + USC Healthcare Network shall be addressed as follows:

LACUSC Healthcare Network Director, Office of Graduate Medical Education 1200 No. State Street, Room 1102 Los Angeles, CA 90033

Department of Health Services Director, Office of Clinical and Medical Affairs 1200 No. Figueroa Street Los Angeles, CA 90033

Department of Health Services Chief, Contracts and Grants Division 313 No. Figueroa Street Los, Angeles, CA 90033

Ву	Date	
C. I. Turner		
Rear Admiral		
Senior Health Care Execut	ive	
U.S. Navy		
Commander	- 1 Beerlester Common d	
Naval Medical Education a 8901 Wisconsin Avenue	nd Training Command	
Bethesda, MD 20889-5611		
Becliesda, MD 20009-3011		
Training Institution		
Ву	Date	
Thomas L. Garthwaite M.D.		
Director and Chief Medica		
Approved as to Director o	f Graduate Medical Education	1
Ву	Date	
Lawerence M. Opas M.D.		

Subj: MEMORANDUM OF UNDERSTANDING		
Approved as to Contract Administration		
By	Date	4
Chief, Contras and Grants Division		

1524 Ser OG15/

MEMORANDUM OF UNDERSTANDING FOR NAVY TRAINEE BETWEEN

NAVAL MEDICAL EDUCATION AND TRAINING COMMAND 'BETHESDA, MARYLAND

AND

THE COUNTY OF LOS ANGELES, LOS ANGELES, CALIFORNIA

Subj: MEMORANDUM OF UNDERSTANDING

Ref: (a) BUMEDINST 7050.3

- 1. This agreement is entered into by and between Naval Medical Education and Training Command, hereafter "NMETC," and the County of Los Angeles hereafter referred to as "training institution" for itself and Los Angeles County/University of Southern California, Healthcare Network, Los Angeles, CA (LAC + USC Healthcare Network).
- 2. The Administrators of the training institution have established an approved professional program that has been recognized, accredited or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train Lieutenant Commander Donald J, Green, MC, USN, hereinafter "the trainee," in a 2-year Surgical Trauma/Critical Care fellowship program from August 2005 to June 2007.
- 3. It is in the best interest of the U.S. Navy for its trainee to receive clinical experience from the training institution. This clinical experience is necessary to complete the training program and deemed invaluable to the educational preparation of Medical Department personnel of the U.S. Navy. It is to the benefit of the training institution to receive and use the trainee's clinical experience and performance.
- 4. The parties acknowledge and agree to the following: While training at the training institution, the trainee will be under the supervision of facility officials for training purposes and will be subject to and required to abide by, all facility rules and applicable regulations, except where

compliance would be inconsistent with Federal statute, regulation or any other law binding members of the U.S. Navy.

- 5. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
- 6. The number and assignment of trainees will be mutually agreed upon between NMETC and the training institution prior to the beginning of each training period. The training institution reserves the right to refuse acceptance of any trainee or bar any trainee when it is determined that further participation would not be in the best interest of the training institution.
- 7. The training institution will not use NMETC or the name of the trainee in any of their publicity or advertising media. However, the existence and scope of the program may be made known.
- 8. There will be no training expense incurred by the U.S. Navy as a result of this agreement, with the exception of necessary tuition and fees, as applicable. Additionally, the trainee assigned under this MOU receives compensation from the U.S. Navy only, and is prohibited from receiving compensation, in any form, from the training institution or any other source.
- 9. In the event that it is the policy at the training institution that trainees in the same or similar programs are individually responsible for financing the cost of meetings, courses, or travel to certain clinical or nonclinical rotations, trainees may request funding from appropriate military sources via their administrative chain of command. Only those meetings, courses, or certain clinical or nonclinical rotations required and necessary for the trainee to satisfactorily complete the program will be considered.
- 10. It is understood and agreed that the training institution may generate bills for services rendered by the trainee. Proceeds from these bills will become the exclusive property of the training institution, and the U.S. Navy shall have no right to claims to such proceeds. Notwithstanding the above, as required by 32 C.F.R. §199.6(a)(3), the training institution cannot bill under the TRICARE Program for the services rendered by a U.S. Navy trainee.
- 11. The trainee affected by this agreement, assigned to the training institution, under orders issued by the U.S. Navy, remains an employee of the United States and performs duties within the course and scope of the federal employment.

Consequently, the provisions of the Federal Tort Claims Act (title 28, U.S.C., sections 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions of the trainee while acting within the scope of duties pursuant to this agreement.

- 12. Health Information Privacy. Pursuant to Department of Defense Instruction (DODINST) 6025.18, Privacy of Individually Identifiable Health Information in DoD Health Care Programs, December 19, 2002, DOD6025.18-R, and 45 C.F.R. Parts 160 and 164, the parties agree to enter into a Business Associate Agreement, Appendix A of this MOU.
- 13. The parties understand and agree that consistent with the federal statute and the Federal Acquisition Regulation (FAR), the U.S. Navy trainee performing under this Agreement is not required to satisfy the State of California's temporary or permanent licensure requirements. Under the provision of 10 U.S.C. §§1094(d)(1) and (2), the U.S. Navy trainee has portability of his/her healthcare professional licenses.
- a. Specifically, 10 United States Code §§1094(d)(1) and (2) provide:
- (1) Notwithstanding any law regarding the licensure of a U.S. Navy trainee, a healthcare professional described in paragraph (2), may practice the health profession or professions of the health-care professional in any state, District of Columbia, or a Commonwealth, territory, or possession of the U.S., regardless of whether the practice occurs in a healthcare facility of the Department of Defense, a civilian facility affiliated with the Department of Defense, or any other location authorized by the Secretary of Defense.
- (2) A healthcare professional referred to in paragraph (1) is a member of the armed forces who (a) has a current license to practice medicine, osteopathic medicine, dentistry, or another health profession; and, (b) is performing authorized duties for the Department of Defense.
- b. NMETC, in accordance with the requirements of 10 U.S.C. §§1094(4)(d)(1) and (2), authorizes the training location and duties of the U.S. Navy trainee at LAC + USC Healthcare Network as he will be performing his duties under military orders issued by the U.S. Navy.
- 14. Training institution's responsibilities:
 In addition to other provisions in this agreement, the training institution specifically agrees to:

- a. Make available the clinical and related facilities needed for training.
- b. Arrange schedules that will not conflict with other education programs.
- c. Designate an official to coordinate trainee's clinical learning experiences. This will involve planning with faculty or staff members for the assignment of the trainee to specific clinical cases and experiences, including attendance at selected conferences, courses, and programs conducted under the direction of the training institution.
- d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainee.
- e. Grant U.S. Navy trainee the same administrative privileges typically enjoyed by the training institution's non-military trainees.
- f. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the U.S. Navy's educational programs.
- g. Provide emergency medical and dental treatment to the trainee while at the training institution for training. The reasonable cost of such treatment will be paid for by the U.S. Navy.
- h. Furnish a written report evaluating trainee performance. Reports shall be directed to Commander, Naval Medical Education and Training Command (NMETC) Code 0G15, Bethesda, MD 20889-5611.
- 15. U.S. Navy responsibilities:

In addition to other provisions of this agreement, NMETC specifically agrees to:

a. Ensure compliance with all training institution's rules and applicable instructions that are not inconsistent with Federal statutes, regulations or other law binding on the U.S. Navy.

- b. The U.S. Navy shall be responsible for the health care and such other medical examinations and protective measures necessary for its trainee.
- c. Prohibit the trainee from publishing any materials developed as a result of the training experience that have not been approved for release, in writing, by NMETC and the training institution.
- 16. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.
- 17. It is understood that the Chief, Bureau of Medicine and Surgery will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interests of the Navy's mission requirements.
- 18. The terms of this agreement will commence as of the date signed by both parties, and will continue until completion of training or until terminated by either party. Termination by either party will require that written notification be sent by registered mail 30 days prior to the termination date.
- 19. Notice hereunder shall be in writing and sent the parties at the following addresses and to the attention of the persons names. The Director of the County Department of Health Services has the authority to execute all notices to be given by County under this agreement. Addresses and person to be notified may be changed by appropriate written notice.
 - 1. Notices to the Federal Government shall be addressed as follows:

Rear Admiral
Senior Health Care Executive
U.S. Navy Commander
Naval Medical Education and Training Command
8901 Wisconsin Avenue
Bethesda, MD 20889-5011

2. Notices to LAC + USC Healthcare Network shall be addressed as follows:

LACUSC Healthcare Network

Director, Office of Graduate Medical Education 1200 No. State Street, Room 1102 Los Angeles, CA 90033

Department of Health Services Director, Office of Clinical and Medical Affairs 1200 No. Figueroa Street Los Angeles, CA 90033

Department of Health Services Chief, Contracts and Grants Division 313 No. Figueroa Street Los, Angeles, CA 90033

Ву	Date
C. I. Turner	
Rear Admiral	
Senior Health Care Executive	
U.S. Navy Commander	
Commander Naval Medical Education and Trai	ning Command
8901 Wisconsin Avenue	
Bethesda, MD 20889-5611	
Bechesda, ND 20009 3011	
Training Institution	
Ву	Date
Whomas I Carthuaita M D	
Thomas L. Garthwaite M.D. Director and Chief Medical Offic	or
Director and enter medical office	
Approved as to Director of Gradu	ate Medical Education
T. E. T.	
Ву	Date
Lawrence M. Opas M.D.	
Approved as to Contract Administ	ration
D	Date
By	Date
CHIEL, COMELAS AND GLAMES DIVISI	.011